R1

WIRECENTER ZONING

ZONE 3
LEAST DENSE

1	ACTNCA11	3
2	AGDLCA11	3
3	AGORCA11	3
4	ALGHCA11	3
5	ALPICA12	3
6	ANCMCA01	3
7	ANGWCA11	3
8	ANNPCA11	3
9	ANTCCA11	3
10	APTSCA12	3
11	ARCTCA11	3
12	ARGRCA12	3
13	ARMSCA11	3
14	ARNLCA11	3
15	ARSNCA11	3
16	ARVNCA11	3
17	ASMTCA11	3
18	ATSCCA11	3
19	ATWRCA12	3
20	AUBNCA01	3
21	AUBNCA11	3
22	AVBHCA11	3
23	AVLNCA11	3
24	AVNLCA12	3
25	BAKRCA11	3
26	BCWYCA11	3
27	BDBACA11	3
28	BEALCA11	3
29	BGGSCA11	3
30	BGSRCA11	3
31	BGVLCA11	3
32	BKFDCA11	3
33	BKFDCA13	3
34	BKFDCA14	3
35	BKFDCA15	3
36	BKFDCA17	3
37	BKFDCA19	3
38	BLCKCA11	3
39	BLLKCA11	3
40	BLRSCA12	3
41	BNCICA11	3
42	BNGRCA11	3
43	BNLMCA11	3
44	BNVLCA11	3
45	BRDLCA91	3
46	BRSPCA11	3
47	BRWDCA12	3
48	BRWLCA11	3
49	BTCYCA11	3
50	BTISCA11	3
51	BURLCA11	3
52	BVLYCA11	3
53	BVSPCA11	3

ZONE 2
MIDDLE DENSITY

ANHMCA17

421	ARCDCA11	2
422	ARTNCA11	2
423	BKFDCA12	2
424	BNPKCA11	2
425	BREACA12	2
426	BRLNCA01	2
427	CHVSCA11	2
428	CNCRCA01	2
429	CNPKCA01	2
430	COTNCA11	2
431	CRDMCA11	2
432	CRLSCA11	2
433	CRLSCA12	2
434	CRNDCA11	2
435	DLMRCA12	2
436	ELCJCA11	2
437	ELMNCA01	2
438	ELSBCA11	2
439	ELTRCA11	2
440	ENCTCA12	2
441	FLSMCA14	2
442	FRMTCA11	2
443	FRMTCA12	2
444	FROKCA11	2
445	FRSNCA11	2
446	FRSNCA12	2
447	FRSNCA13	2
448	FUTNCA01	2
449	HRCLCA11	2
450	HYWRCA11	2
451	IMBHCA11	2
452	IRVNCA01	2
453	IRVNCA12	2
454	LACRCA11	2
455	LAJLCA11	2
456	LAMSCA01	2
457	LGNGCA12	2
458	LRKSCA11	2
459	LSANCA23	2
460	MCLNCABC	2
461	MLVYCA01	2
462	MSVJCA60	2
463	MTRYCA01	2
464	MTVWCA11	2
465	NHLDCA11	2
466	NHWDCA01	2
467	NORGCA11	2
468	NTCYCA11	2
469	OCSDCA11	2
470	OKLDCA12	2
471	OKLDCA13	2
472	ORNGCA11	2
473	ORNGCA13	2

ZONE 1
MOST DENSE

524	ALBYCA11	1
525	ALHBCA01	1
526	ALMDCA11	1
527	ANHMCA01, 02	1
528	ANHMCA11	1
529	ANHMCA12	1
530	BALBCA01	1
531	BELLCA11	1
532	BKLYCA01	1
533	BRBNCA11, 13	1
534	BSRNCA70	1
535	BVHLCA01	1
536	CLCYCA11	1
537	CMTNCA01	1
538	COLACA01	1
539	CSMSCA11	1
540	ELSGCA12	1
541	GLDLCA11	1
542	GRDNCA01	1
543	GRGVCA01	1
544	HLWDCA01	1
545	HNPKCA01	1
546	HWTHCA01	1
547	IGWDCA01	1
548	IRVNCA11	1
549	LACNCA11	1
550	LOMTCA11	1
551	LSANCA02, 01, 03, 04	1
552	LSANCA05	1
553	LSANCA06	1
554	LSANCA07	1
555	LSANCA08	1
556	LSANCA09	1
557	LSANCA10	1
558	LSANCA11	1
559	LSANCA12	1
560	LSANCA13	1
561	LSANCA14	1
562	LSANCA15	1
563	LSANCA29	1
564	LSANCA34	1
565	LSANCA35	1
566	LSANCA38	1
567	LSANCA56	1
568	MLBRCA11	1
569	NHWDCA02	1
570	NSCRCA11	1
571	OKLDCA03	1
572	OKLDCA04	1
573	OKLDCA11	1
574	ORNGCA14	1
575	PLALCA02	1
576	PLTNCA13	1

R2

WIRECENTER ZONING

LEAST DENSE		MIDDLE DENSITY		MOST DENSE	
54 BYPKCA11	3	474 ORVACA11	2	577 PRMTCA01	1
55 CAMPCA11	3	475 PCBHCA01	2	578 ROSMCA11	1
56 CBMTCA11	3	476 PCBHCA11	2	579 SCRMCA01	1
57 CHICCA01	3	477 PCPCCA11	2	580 SCRMCA11	1
58 CHLNCA11	3	478 PLALCA12	2	581 SGATCA01	1
59 CHLRCA11	3	479 PLCNCA11	2	582 SHOKCA01,04	1
60 CHVSCA12	3	480 PLTNCA12	2	583 SNANCA01	1
61 CHWCCA11	3	481 PSDNCA12	2	584 SNANCA11	1
62 CLBSCA11	3	482 RBRNCA11	2	585 SNBUCA02	1
63 CLBSCA50	3	483 RCKLCA11	2	586 SNDGCA01	1
64 CLNGCA01	3	484 RCMDCA11	2	587 SNDGCA02	1
65 CLOKCA11	3	485 RDCYCA01	2	588 SNDGCA06	1
66 CLPTCA11	3	486 RESDCA01	2	589 SNFCCA01	1
67 CLSTCA11	3	487 RILTCA11	2	590 SNFCCA04,64	1
68 CLVSCA11	3	488 RNPSCA11	2	591 SNFCCA05	1
69 CLXCCA12	3	489 RNSDCA11	2	592 SNFCCA06	1
70 CMBACA11	3	490 RVSDCA01	2	593 SNFCCA13	1
71 CMNLCA11	3	491 SCRMCA02	2	594 SNFCCA14	1
72 CMPDCA01	3	492 SCRMCA03	2	595 SNFCCA19,12	1
73 CMPVCA11	3	493 SCRMCA12	2	596 SNFCCA21	1
74 CNVYCA11	3	494 SCRMCA13	2	597 SNGBCA01	1
75 CODLCA11	3	495 SNANCA12	2	598 SNJSCA02	1
76 CORDCA12	3	496 SNCLCA12	2	599 SNJSCA14	1
77 CORNCA11	3	497 SNCRCA11	2	600 SNJSCA21	1
78 CRCTCA02	3	498 SNCZCA11	2	601 SNMTCA11	1
79 CRMLCA11	3	499 SNDGCA03	2	602 SNTCCA01	1
80 CRNGCA12	3	500 SNDGCA05	2	603 SNTCCA11	1
81 CRPLCA11	3	501 SNDGCA11	2	604 SNVACA01	1
82 CRTHCA11	3	502 SNDGCA12	2	605 SNVACA11	1
83 CRVYCA11	3	503 SNDGCA14	2	606 SPSDCA11	1
84 CSTCCA11	3	504 SNDGCA15	2	607 TRNCCA11	1
85 CSVLCA11	3	505 SNDGCA16	2	608 TUSTCA70	1
86 CTTICA12	3	506 SNFCCA17	2	609 VNNYCA02	1
87 CTVLCA11	3	507 SNJSCA11	2	610 WLANCA01	1
88 CTWDCA11	3	508 SNJSCA12	2		
89 CWLDCA12	3	509 SNJSCA13	2		
90 CYCSCA11	3	510 SNLNCA11	2		
91 CYTNCA11	3	511 SNPDCA01	2		
92 CYWLCA11	3	512 SNRFCA01	2		
93 DAVLCA12	3	513 SNRFCA11	2		
94 DAVLCA13	3	514 SNRMCA11	2		
95 DAVSCA11	3	515 SNYSCA12	2		
96 DELNCA11	3	516 SSLTCA11	2		
97 DINBCA01	3	517 TBRNCA11	2		
98 DIXNCA11	3	518 TUSTCA11	2		
99 DLRYCA11	3	519 UNCYCA11	2		
100 DLZRCA11	3	520 VISTCA12	2		
101 DNGNCA12	3	521 VNTRCA11	2		
102 DNSMCA11	3	522 WLMGCA01	2		
103 DTPLCA11	3	523 WNCKCA11	2		
104 DWNVCA11	3				
105 EDWRCA01	3				
106 EKCKCA11	3				
107 ELCNCA01	3				

R3

WIRECENTER ZONING . --

LEAST DENSE		MIDDLE DENSITY	MOST DENSE
108 ELK-CA11	3		
109 ERLMCA11	3		
110 ESCLCA11	3		
111 ESCNCA01	3		
112 ESPRCA11	3		
113 EURKCA01	3		
114 FETNCA11	3		
115 FLBKCA12	3		
116 FLMRCA11	3		
117 FLSMCA12	3		
118 FLSMCA13	3		
119 FNTACA11	3		
120 FRBHCA11	3		
121 FRCKCA11	3		
122 FRFDCA01	3		
123 FRGLCA11	3		
124 FRSNCA01	3		
125 FRSNCA14	3		
126 FRSNCA15	3		
127 FRVLCA11	3		
128 FSVLCA11	3		
129 FTBRCA02	3		
130 FTUNCA11	3		
131 FVPNCA11	3		
132 FZPKCA11	3		
133 GALTCA11	3		
134 GNFDCA11	3		
135 GNZLCA11	3		
136 GRBRCA11	3		
137 GRDLCA11	3		
138 GRNDCA13	3		
139 GRTWCA11	3		
140 GRVYCA01	3		
141 GRVYCA11	3		
142 GRVYCA12	3		
143 GSHNCA11	3		
144 GULLCA11	3		
145 GUSTCA11	3		
146 GUVLCA11	3		
147 GVLDCA11	3		
148 GYVLCA11	3		
149 GZLLCA11	3		
150 HERLCA11	3		
151 HGLDCA11	3		
152 HGSNCA11	3		
153 HLBGCA11	3		
154 HLSTCA11	3		
155 HLVLCA11	3		
156 HMBACA12	3		
157 HMCYCA11	3		
158 HMWDCA11	3		
159 HNFRCA01	3		
160 HPLDCA12	3		
161 HRBKCA11	3		

R4

WIRECENTER ZONING

	LEAST DENSE		MIDDLE DENSITY	MOST DENSE
162	HURNCA11	3		
163	HYVLCA11	3		
164	HYWRCA01	3		
165	IGNCCA12	3		
166	IMPRCA11	3		
167	INVRCA11	3		
168	IONECA11	3		
169	IVNHCA11	3		
170	JAMLCA60	3		
171	JCMBCA11	3		
172	JCSNCA01	3		
173	JMTWCA11	3		
174	JULNCA12	3		
175	KGBGCA11	3		
176	KGCYCA11	3		
177	KLVLCA12	3		
178	KNFYCA11	3		
179	KYBRCA11	3		
180	LAHNCA11	3		
181	LAMTCA11	3		
182	LATNCA11	3		
183	LCFRCA11	3		
184	LEBCCA11	3		
185	LEBCCA12	3		
186	LEMRCA11	3		
187	LEMRCA12	3		
188	LFYTCA11	3		
189	LGRDCA11	3		
190	LGRNCA12	3		
191	LKBRCA11	3		
192	LKLACA11	3		
193	LKPTCA02	3		
194	LKSDCA12	3		
195	LLTNCA11	3		
196	LNCLCA11	3		
197	LNVYCA11	3		
198	LODICA01	3		
199	LOLTCA11	3		
200	LOMSCA11	3		
201	LSATCA11	3		
202	LSBNCA12	3		
203	LSMLCA11	3		
204	LSTNCA11	3		
205	LTRKCA11	3		
206	LVMRCA11	3		
207	LVOKCA11	3		
208	LWLKCA11	3		
209	MADRCA11	3		
210	MADRCA12	3		
211	MARNCA11	3		
212	MCCSCA11	3		
213	MDSTCA02, 52	3		
214	MDSTCA03			
215	MDSTCA04			

R5

WIRECENTER ZONING

	LEAST DENSE		MIDDLE DENSITY	MOST DENSE
216	MDSTCA05	3		
217	MDTWCA11	3		
218	MKHLCA12	3		
219	MKVLCA11	3		
220	MLPSCA11	3		
221	MLTNCA12	3		
222	MNDCCA11	3		
223	MNDTCA11	3		
224	MNPKCA11	3		
225	MNRICA11	3		
226	MOJVCA01	3		
227	MORGCA12	3		
228	MRBACA11	3		
229	MRCDCA01	3		
230	MRDNCA11	3		
231	MRNDCA11	3		
232	MRPHCA11	3		
233	MRPKCA12	3		
234	MRTZCA11	3		
235	MSBHCA11	3		
236	MTAGCA11	3		
237	MTPSCA11	3		
238	MTSHCA12	3		
239	MYVICA01	3		
240	NAPACA01	3		
241	NCLSCA12	3		
242	NHLLCA01	3		
243	NICECA11	3		
244	NICSCA11	3		
245	NILDCA11	3		
246	NILDCA12	3		
247	NIPMCA11	3		
248	NSCRCA12	3		
249	NSJNCA11	3		
250	NVCYCA11	3		
251	NWCSCA11	3		
252	NWMNCA12	3		
253	NYUBCA11	3		
254	OCDNCA11	3		
255	OJAICA11	3		
256	OKDLCA11	3		
257	OKLYCA11	3		
258	OKVWCA11	3		
259	OLDLCA11	3		
260	ORCVCA11	3		
261	ORLDCA11	3		
262	ORNDCA11	3		
263	ORSICA11	3		
264	ORVLCA11	3		
265	ORVLCA12	3		
266	OTMSCA11	3		
267	PALACA11	3		
268	PDLYCA11	3		
269	PIRUCA11	3		

WIRECENTER ZONING

	LEAST DENSE		MIDDLE DENSITY	MOST DENSE
270	PLDLCA01	3		
271	PLGVCA12	3		
272	PLMOCA11	3		
273	PLNDCA11	3		
274	PLVLCA11	3		
275	PLVLCA12	3		
276	PNARCA11	3		
277	PNCRCA11	3		
278	PNVYCA11	3		
279	POWYCA11	3		
280	PPWDCA11	3		
281	PRDSCA11	3		
282	PRDSCA12	3		
283	PRLRCA11	3		
284	PRSNCA11	3		
285	PSBGCA01	3		
286	PSBGCA11	3		
287	PSBHCA11	3		
288	PSCDCA11	3		
289	PSDNCA11	3		
290	PSKNCA11	3		
291	PSRBCA01	3		
292	PTLMCA01	3		
293	PTOLCA01	3		
294	PTVLCA11	3		
295	PTVYCA11	3		
296	PXLYCA11	3		
297	QNCYCA12	3		
298	RAMNCA11	3		
299	RCVACA11	3		
300	RDBLCA01	3		
301	RDNGCA02	3		
302	RDNGCA11	3		
303	RIDECA11	3		
304	RILNCA12	3		
305	RNMRCA11	3		
306	RSFECA12	3		
307	RSMDCA11	3		
308	RSMGCA11	3		
309	RTPKCA11	3		
310	RVDLCA11	3		
311	RVRBCA11	3		
312	RVSDCA11	3		
313	SAGSCA11	3		
314	SANTCA01	3		
315	SATCCA12	3		
316	SBSTCA11	3		
317	SCVYCA01	3		
318	SDSPCA11	3		
319	SELMCA11	3		
320	SESDCA11	3		
321	SGSPCA11	3		
322	SHFTCA11	3		
323	SHLKCA01	3		

R7

WIRECENTER ZONING

	LEAST DENSE		MIDDLE DENSITY	MOST DENSE
324	SHSHCA11	3		
325	SIMICA11	3		
326	SJCPCA12	3		
327	SKTNCA01	3		
328	SKTNCA11	3		
329	SKTNCA12	3		
330	SKTNCA14	3		
331	SLDDCA11	3		
332	SLMNCA11	3		
333	SLNSCA01	3		
334	SLNSCA11	3		
335	SLNSCA12	3		
336	SLNSCA13	3		
337	SLNSCA14	3		
338	SLVRCA11	3		
339	SMAVCA11	3		
340	SNADCA11	3		
341	SNARCA11	3		
342	SNCZCA01	3		
343	SNGNCA11	3		
344	SNJNCA11	3		
345	SNJSCA15	3		
346	SNJSCA18	3		
347	SNJSCA20	3		
348	SNLCCA11	3		
349	SNLOCA01	3		
350	SNMACA11	3		
351	SNMCCA11	3		
352	SNMICA11	3		
353	SNRACA13	3		
354	SNRSCA01	3		
355	SNRSCA11	3		
356	SONMCA12	3		
357	SPVLCA11	3		
358	SRCYCA11	3		
359	SRFRCA11	3		
360	SRVLCA11	3		
361	STAHCA01	3		
362	STAHCA12	3		
363	STAHCA13	3		
364	STBHCA11	3		
365	STCKCA11	3		
366	STFRCA11	3		
367	STHNCA11	3		
368	SUISCA11	3		
369	SUNLCA11	3		
370	THCHCA01	3		
371	THCYCA01	3		
372	THRRCA11	3		
373	THTNCA11	3		
374	TMLSCA12	3		
375	TMTNCA11	3		
376	TPTNCA11	3		
377	TRACCA11	3		

WIRECENTER ZONING

	LEAST DENSE		MIDDLE DENSITY	MOST DENSE
378	TRBLCA11	3		
379	TRLCCA11	3		
380	TRNDCA11	3		
381	TRPSCA11	3		
382	TRUCCA11	3		
383	TRUCCA12	3		
384	TULRCA11	3		
385	TWHRCA11	3		
386	UKIHCA01	3		
387	UKIHCA12	3		
388	UPLKCA11	3		
389	VCVLCA12	3		
390	VINACA12	3		
391	VISLCA11	3		
392	VLCTCA11	3		
393	VLLJCA01	3		
394	VNTRCA02	3		
395	VYFRCA11	3		
396	VYSPCA11	3		
397	WANACA11	3		
398	WASCCA01	3		
399	WDLDCA11	3		
400	WDLKCA11	3		
401	WEEDCA01	3		
402	WEOTCA11	3		
403	WLBSCA11	3		
404	WLLCCA11	3		
405	WLTSCA12	3		
406	WLWSCA11	3		
407	WNDSCA11	3		
408	WNSPCA12	3		
409	WNTRCA11	3		
410	WSCRCA11	3		
411	WTFRCA11	3		
412	WTLDCA12	3		
413	WTVLCA01	3		
414	YBCYCA01	3		
415	YNVLCA11	3		
416	YREKCA11	3		
417	YRLNCA11	3		
418	YRLNCA12	3		
419	YSMTCA11	3		
420	YSMTCA12	3		

LOCAL INTERCONNECTION AGREEMENT

March 15, 1996

Pursuant to this Local Interconnection Agreement ("Agreement"), Pac-West Telecomm, Inc.("Pac-West") and Pacific Bell (collectively the "Parties") agree to interconnect with each other within each LATA in which they both operate within the State of California, as described and according to the terms, conditions and pricing specified hereunder.

I. RECITALS & PRINCIPLES

WHEREAS, the Parties seek to accomplish local interconnection in a technically and economically efficient manner; and

WHEREAS, the public will benefit if the local exchange networks of the Parties are interconnected so that customers of each carrier can seamlessly receive calls that originate on the other carrier's network and place calls that terminate on the other carrier's network; and

WHEREAS, the California Public Utilities Commission ("Commission") has issued its Interim Opinion D.95-12-056 ("Opinion") in which it establishes preferred outcomes related to Competitive Local Carriers ("CLCs") and Local Exchange Carriers ("LECs") interconnection; and

WHEREAS, the Commission has created an expedited 14-day contracting process for interconnection agreements between CLCs and LECs; and

WHEREAS, Pac-West and Pacific wish to utilize this expedited contractual process; and,

WHEREAS, Pac-West and Pacific have agreed on local interconnection terms and conditions.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pac-West and Pacific hereby covenant and agree as follows:

II. DEFINITIONS

A. "Bill and keep" means a form of compensation for the termination of local traffic, as defined in the Opinion at Appendix C, page 13.

B. "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through the network identifying the calling party.

C. "Central Office Switch", "Central Office" or "CO" means a switching entity

within the public switched tele communications network, including but not limited to:

- "End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered.

- "Tandem Office Switches" which are Class 4 switches which are used to connect and switch trunk circuits between and among Central Office Switches.

D. "Charge Number" is a CCS signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

E. "CLASS Features" mean certain CCS-based features available to end users. CLASS features include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

F. "Centralized Message Distribution System" ("CMDS") is the transport system that the RBOCs and other incumbent LECs use to exchange outcollect and Carrier Access Billing System ("CABS") access messages among each other and other parties connected to CMDS.

G. "Commission" means the California Public Utilities Commission.

H. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network elements that carry the actual call.

I. "Control Office" is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.

J. "DS-1" is a digital signal rate of 1.544 Megabits Per Second ("Mbps").

K. "DS-3" is digital signal rate of 44.736 Mbps.

L. "Electronic File Transfer" refers to any system/process which utilizes an electronic format and protocol to send/receive data files.

M. "Exchange Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Exchange Service includes basic residence and business line service, PBX trunk line service, pay phone line service, Centrex line service and ISDN line services. Exchange Service does not include Private Line, Switched and Special Access services.

N. "Expanded Interconnection Service" or "EIS" is the collocation arrangement which Pacific provides in its designated wire centers, and shall have the same meaning as set forth in Pacific's CPUC Tariff 75-T, Sec. 16.

O. "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among networks.

P. "Interexchange Carrier" or "IXC" means a provider of interexchange telecommunications services.

Q. "ISDN" means Integrated Services Digital Network, which is a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.

R. "Local Exchange Routing Guide" or "LERG" is a Bellcore reference used by LECs, IXCs and CLCs to identify NPA-NXX routing and homing information as well as network element and equipment designations.

S. "Local Exchange Carrier" or "LEC" and "Competitive Local Carrier" or "CLC" shall have the meanings as set forth in the Opinion, Appendix C, Sections 3.A and B, respectively.

T. "Local Interconnection Trunks/Trunk Groups" provide for the origination and termination of local exchange traffic and intraLATA toll telephone traffic.

U. "Meet-Point Billing" refers to an arrangement whereby two local carriers (including a LEC and a CLC) jointly provide Switched Access Service to a switched access customer or from one of their end office switches, with each receiving, by mutual agreement, an appropriate share of their tariffed transport element revenues.

V. "MECAB" refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more local carriers (including a LEC and a CLC), or by one LEC in two or more states within a single LATA.

W. "MECOD" refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS. The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes methods for processing orders for access service which is to be provided by two or more local carriers (including a LEC and a CLC).

X. "NANP" means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.

Y. "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA", also known as a "Service Access Code" ("SAC Code") is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 900, and 700 are examples of Non-Geographic NPAs.

Z. "NXX", "NXX Code", "Central Office Code" or "CO Code" is the three digit switch entity indicator which is defined by the "D", "E" and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

AA. "Percent Local Usage" or "PLU" is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers or wireless carriers, and switched access calls are not included in the calculation of PLU.

BB. "Rating Point" is the V&H coordinate associated with a particular telephone number for rating purposes.

CC. "Routing Point" means a location which a LEC or CLC has designated on its own network as the homing (routing) point for traffic inbound to Exchange Services provided by the LEC or CLC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. The Routing Point need not be the same as the Rating Point, nor must it be located within the rate center area, but must be in the same LATA as the NPA-NXX.

DD. "Signal Transfer Point" or "STP" is a switch that performs a packet switching function that routes signaling messages among Service Switching Points ("SSPs"), Service Control Points ("SCPs"), Signaling Points ("SPs"), and other STPs in order to set up calls and to query databases for advanced services.

EE. "Switched Access Service" means an offering of facilities for the purpose of the origination or termination of traffic from or to Exchange Service customers in a given area pursuant to a Switched Access Tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, Toll Free Service, and 900 access. Switched Access does not include traffic exchanged between LECs and CLCs for purpose of local exchange interconnection.

FF. "Transit Rate" is the rate that applies to local and toll calls sent between a LEC and a CLC destined for a third-party LEC or CLC.

GG. "Toll Free Service" means service provided with any dialing sequence that invokes toll-free (i.e. 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes.

HH. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of Exchange Services and access services, are located. However, for purposes of EIS, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

III. TECHNICAL PROVISIONS

This Agreement covers the initial tandem-level local interconnection between the Parties.

A. Interconnection At All Pacific Tandems Within Each LATA. Pac-West will interconnect with each and every Pacific access tandem in the LATA(s) in which it originates traffic and interconnects with Pacific. Pac-West may not route Local Interconnection traffic to a Pacific access tandem destined for an NXX which subtends another tandem.

Pac-West and Pacific agree to interconnect their networks through existing and/or new facilities between Pac-West switches and the corresponding Pacific access tandems set forth in the following table. Logical trunk groups will be established referencing the appropriate Pac-West Routing Point and Pacific access tandem. In addition, where necessary and as mutually agreed to, facilities will be defined between the Parties' networks to permit the following trunk group(s) to be established.

Pac-West Switches	Pac-West Routing Point	POI	Pacific Access Tandem
	OKLDCAAN2KD	OKLDCAANW01	SNFCCA2143T
	OKLDCAAN4KD	OKLDCAANW01	EURKCA0141T
	OKLDCAAN1KD	OKLDCAANW01	OKLDCA0349T
	OKLDCAAN3KD	OKLDCAANW01	SNRSCA0130T
	SNJSCAAL1KD	SNJSCAANW01	SNTCA0148T
	CHICCA101KD	CHICCA1DW02	CHICCA0188T
	CHICCA102KD	CHICCA1DW02	RDNGCA0225T
SCRMCAWC1KD	SCRMCA2C2KD	SCRMCAWCW05	SCRMCA0103T
FRSNCA01KD	FRSNCA011KD	FRSNCA01W10	FRSNCA0124T
	LSANCARC6KD	LSANCARCW21	ANHMCA0295T
	LSANCARC7KD	LSANCARCW21	GRDNCA0386T
	LSANCARC5KD	LSANCARCW21	LSANCA0470T
	LSANCARC8KD	LSANCARCW21	SHOKCA0589T
	SNDGCA023KD	SNDGCA02W42	SNDGCA0290T
	SNDGCA024KD	SNDGCA02W42	SNDGCA0291T
	BKFDCAKT1KD	BKFDCAKTW05	BKFDCA1176T
	SLNSCA0I1KD	SLNSCA01W04	SLNSCA0102T
SKTNCACZDS0		SKTNCACZW01	SKTNCA0127T
	SNLOCA011KD	SNLOCAO1W07	SNLOCA0102T

Nothing in the foregoing restricts either Party from ordering and establishing Pac-West - Pacific local interconnection trunk groups in addition to the initial combinations described above.

B. Single POI Model. For each Pacific access tandem where Pac-West and Pacific interconnect for the exchange of local and intraLATA toll and meet point Switched Access traffic, Pac-West and Pacific agree that there will be a single Point of Interconnection ("POI").

C. Sizing and Structure of Interconnection Facilities. The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth in Section XII, below. The

interconnection facilities provided by each Party shall be superframe with Alternate Mark Inversion Line Code and Superframe Format Framing ("AMI") at either the DS-1 or DS-3 level, according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning - forecasting meetings.

D. Two-Way Trunks. Interconnection will be provided via two-way trunks. Two-way trunks will be established to exchange local and intraLATA toll and separate two-way trunks will be established for the joint provision of meet-point Switched Access traffic.

E. Signaling Protocol. The Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks.

F. Clear Channel Capable Trunk Arrangements. Pac-West will provide Pacific an initial forecast of 64 Kbps Clear Channel Capability ("64K CCC") trunk quantities by March 31, 1996, consistent with the forecasting agreements between the Parties. Upon receipt of this forecast, the Parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS Extended Super Frame ("ESF") facilities, for the sole purpose of transmitting 64K CCC data calls between Pac-West and Pacific. In no case will these trunks be used for calls for which the User Service Information parameter (also referred to as "Bearer Capability") is set for "speech." Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLC, or Pacific internal customer demand for 64K CCC trunks. Where technically feasible, these trunks will be established as two-way. Orders for 64K CCC Local Interconnection Trunks will be placed by Pac-West no earlier than May 1, 1996.

G. Pacific will not be responsible or liable to any third party who may be involved on Pac-West's side of the POI for the installation, testing, turn-up or maintenance of Local Interconnection or Meet Point trunks. Pac-West will not be responsible or liable to any third party who may be involved on Pacific's side of the POI for the installation, testing, turn-up or maintenance of Local Interconnection or Meet Point trunks.

IV. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

A. Description.

The Parties shall reciprocally terminate local exchange traffic and intraLATA toll calls originating on each other's networks, as follows:

1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of local exchange traffic and intraLATA toll traffic.

2. The Parties will provide CCS to one another in conjunction with all two-way

trunk groups. Pac-West may establish CCS interconnections either directly and/or through a third party. CCS interconnection, whether direct or by third party shall be pursuant to PUB L-780023-PB/NB and in accordance with the rates, terms and conditions of Pacific's CPUC 175-T tariff Section 6. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. All CCS signaling parameters will be provided including CPN. All privacy indicators will be honored.

3. Pac-West may opt at any time to terminate to Pacific some or all local exchange traffic and intra LATA toll traffic originating on its network, together with Switched Access traffic, via Feature Group D or Feature Group B Switched Access Services. Pac-West may otherwise purchase these Switched Access Services from Pacific subject to the rates, terms and conditions specified in Pacific's standard intrastate access tariffs.

4. Neither Party shall terminate to the other Party Switched Access traffic over Local Interconnection Trunks.

5. Except by mutual agreement, Pac-West may not terminate to Pacific third party LEC or Wireless Service Provider traffic over the Local Interconnection Trunk Groups. However, the Parties agree to renegotiate this restriction for local exchange traffic from third party Wireless Service Provider(s) when such provider(s) is/are granted CLC authority through a local exchange CPCN by the Commission if required, and either the FCC or the Commission orders Pacific to provide wireless interconnection with compensation terms other than are currently set forth in Pacific's existing wireless interconnection contracts.

6. In addition, the Parties agree to mutually negotiate the termination to Pacific by Pac-West of traffic from other CLCs over Local Interconnection Trunk Groups. These negotiations will include, but are not limited to, the issues of network capacity, forecasting, and compensation terms (including calculation and verification of PLU). Such negotiations shall be conducted by the Parties in good faith and consent to the termination of such traffic shall not be unreasonably withheld.

7. Pac-West shall only deliver traffic over the Local Interconnection Trunk Group(s) to a Pacific access tandem for those publicly-dialable NPA NXX codes served by end offices that directly subtend the access tandem or to those Wireless Service Providers that directly subtend the access tandem.

8. Pacific shall deliver all traffic destined to terminate at a Pac-West end office or tandem in accordance with the serving arrangements defined in the Local Exchange Routing Guide ("LERG"). However, in no case shall Pacific deliver

calls destined to terminate at a Pac-West end office via another LEC's or CLC's end office or tandem.

9. Where Pac-West delivers over the Local Interconnection Trunk group miscellaneous non-local calls (i.e., time, weather, NPA-555, Busy Line Verify/Interrupt, California 900, Mass Calling Codes) destined for Pacific, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG. Pac-West will block originating 976 calls toward Pacific until the Parties mutually agree by separate agreement on the billing and collection for such calls. The Parties shall use their best efforts to negotiate and execute such an agreement within 30 days of the effective date of this Agreement.

10. N11 codes (i.e., 411, 611, 911) shall not be sent between Pac-West's and Pacific's network over the Local Interconnection Trunk Groups.

11. There are certain types of calls that require exchange of billing records between the Parties. These types of calls include: Toll Free Service calls, 900 calls, Feature Group B and D Switched Access calls to and from IXCs, and intrastate alternate billed calls (e.g., calling card, bill-to-third, and collect). The exchange of billing records for calls of this type will be distributed through the existing CMDS processes.

12. The Parties will negotiate and execute a separate agreement within 30 days from the effective date of this Agreement, for the settlement of revenues associated with the calls described in IV.A.12.

13. In LATAs where other Local Exchange Carriers operate access tandems, it is the responsibility of Pac-West to negotiate intercompany arrangements directly with that LEC. Pacific shall have no responsibility for and does not intend to accept traffic routed through another LEC's tandem to Pacific's tandem destined for Pac-West's NXX codes.

14. It is the responsibility of Pac-West to assure that all common carriers, including IECs, Wireless Service Providers, etc., have accurate public notice of how to deliver traffic to Pac-West's NXX codes (i.e., codes in subtending arrangements are published in the LERG).

B. Compensation for Call Termination

Notwithstanding the following, the Parties agree to amend this Agreement with regard to compensation for the termination of local calls (as described in this section) in accordance with the requirements of any further Commission decision(s) regarding compensation for local and/or toll call termination between LECs and CLCs.

1. The following compensation rates shall apply for traffic carried from Pac-West to Pacific:

a. Local rate: $.01 set up per call and $.0075 per minute of use. Applicable to all local (Zone Usage Measurement ("ZUM") Zone 1 and ZUM Zone 2), Extended Area Service and ZUM Zone 3 traffic.

b. Toll Rate: Applicable to intraLATA toll calls based on intrastate Switched Access rates as described below:

- Tandem switched transport as listed in Pacific's Schedule Cal. P.U.C. 175-T at Section 6.8.2(C):
  - Fixed per minute of use.
  - Variable - per mile per minute of use. Mileage is calculated based on the airline miles between the Vertical and Horizontal ("V&H") coordinates of the POI and the Pacific end office.

- Tandem switching - per minute of use

- Network Interconnection Charge - per minute of use as listed in 175-T Section 6.8.2(D)

- Local switching - per minute of use as listed in 175-T Section 6.8.3(A) with the following sub-elements:

  - Set-up (per call)

  - Minutes of Use.

c. Transit Rate: Pac-West shall pay a transit rate of $.0065 per minute when Pac-West uses a Pacific access tandem to originate a call to a third party LEC, another CLC or another Pac-West end office. If Pacific enters into an interconnection agreement with another CLC that provides for a transit rate lower than $.0065, that transit rate will be substituted for the rate set in this paragraph upon the effective date of that agreement. If Pac-West receives a call through Pacific's access tandem that originates from another CLC, LEC, or wireless provider, Pac-West will not charge Pacific any rate elements for this call, regardless of whether the call is local or toll Pac-West will establish appropriate billing relationships directly with the other CLC, LEC, or wireless provider.

d. The Parties will not charge each other for any calls that they originate to any wireless provider NPA NXXs that are shown in the LERG as being resident in either a Pacific or Pac-West access tandem or in the wireless provider's Mobile Telephone Service Office ("MTSO(s)") which directly subtend the access tandem. However, the Parties agree to renegotiate this arrangement for local exchange traffic from third party Wireless Service

Provider(s) when such provider(s) is/are granted CLC authority through a local exchange CPCN by the Commission if required and either the FCC or the Commission orders Pacific to provide wireless interconnection with compensation terms other than are currently set forth in Pacific's existing wireless interconnection contracts .

2. The following compensation rates shall apply for traffic carried from Pacific to Pac-West:

a. Local Rate: $.0075 set up per call and $.006 per minute of use. Applicable to all local (ZUM Zone 1 and ZUM Zone 2), Extended Area Service and ZUM Zone 3 traffic.

b. Toll Rate: Applicable to intraLATA toll calls, based on Pac-West's intrastate Switched Access rates as found in Pac-West's Schedule Cal. P.U.C. 2-T, RATES AND CHARGES, INTERCOMPANY ARRANGEMENTS, I. Switched Access Services.

c. Transit Rate: Pacific shall pay a transit rate equal to the rate set in the first two sentences of Paragraph IV.B.1.c when Pacific uses a Pac-West switch to originate a call to a third party LEC, another CLC or another Pacific access tandem.

3. For intraLATA Toll Free Service calls where such service is provided by one of the Parties, the compensation set forth in Sections IV.B.1.b and IV.B.2.b, above, shall be charged by the Party originating the call rather than the Party terminating the call.

4. Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network. These recordings are necessary for each Party to generate bills to the other party.

5. Measurement of minutes of use over Local Interconnection Trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill-round and then rounded to the next whole minute.

6. Each Party will provide to the other, within 15 calendar days of executing this Agreement and thereafter on a quarterly basis, within 15 calendar days after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunk arrangements:

a. Total traffic volume described in terms of minutes and messages and by call type (local, toll and other) terminated to each other over the Local Interconnection Trunk Groups, and

b. FLU.

7. Late payment charges for interconnection charges will be assessed as described in Pacific's tariff, CPUC 175-T, Section 2.4.1.B and Pac-West's Schedule Cal.P.U.C. 2-T tariff.

8. For California 900 calls (those 900 NXXs shown in the LERG as Pacific's 900 NXXs), Pac-West shall deliver calls originated over Pac-West - provided exchange services to the Local Interconnection Trunk Groups. For California 900 calls, Pac-West and Pacific will use their best efforts to negotiate and execute an arrangement for the rating and billing of such calls within 30 days of the execution of this Agreement. Until such agreement is executed, Pac-West may choose to block such calls, or Pac-West will agree to back-billing of such calls once the subsequent agreement is executed retroactive to the effective date of this Agreement.

C. Compensation for Use of Facilities for Local Interconnection

Whether or not the POI for the Local Interconnection trunk group is in a different wire center or the same wire center as the Pacific access tandem where the Local Interconnection trunk group terminates, Pac-West will only pay the monthly charge described in this paragraph for the facility from the POI to the Pacific Bell access tandem where the Local Interconnection trunk group terminates. This monthly charge for the facility is equal to either the DS-1 (per DS-1 used for Local Interconnection trunks) or DS-3 (per DS-3 used for Local Interconnection trunks) Entrance Facility charge as found in Pacific's CPUC 175-T, Section 6.8.2.A (2) or (3) for the Entrance Facility between the POI and the associated Pacific serving wire center. Pac-West will not pay any non-recurring charges for initial installation or subsequent rearrangements of the facility, nor will Pac-West pay Direct-Trunked Transport charges or other charges for any portion of the facility beyond the circuits between the POI and the associated Pacific serving wire center. This charge is in addition to the Switched Access rate elements in Paragraph V.B.1.b above. Pac-West may, at its option, choose to pay Pacific either the applicable tariffed DS-1 rates for those DS-1(s) used for Local Interconnection trunks in a DS-3 facility, or the DS-3 rate for DS-3 facilities used for Local Interconnection trunks between the Parties

D. Maintenance of Service

A maintenance of service charge applies whenever either Party requests the dispatch of the either party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:

1. No trouble is found in the interconnection trunks; or

2. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or

3. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed Maintenance Limits.

If a Maintenance of Service initial charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

Billing for Maintenance of Service is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates:

1. basic time;

2. overtime; or

3. premium time

as defined for billing by Pacific in Pacific's tariff CPUC 175-T, Section 13 and in Pac-West's Schedule Cal.P.U.C. 2 T.

E. E9-1-1 Service

The Parties understand and agree that E9-1-1 Service is critical to maintain public safety. In accordance with the Opinion, the Parties agree to interconnect their networks and supply necessary data so that Pac-West can provide E9-1-1 access to its subscribers. Rates, terms and conditions of such interconnection and data updates are contained in Pacific's tariffs. Pacific will provide and Pac-West will use an electronic interface to enter E9-1-1 customer records into Pacific's E9-1-1 Database Management System. Pacific will make such interface available to Pac-West within 90 days of the execution of this Agreement and Pac-West agrees to use such interface within 30 days of such availability.

F. End User Repair Call Referrals

1. In answering repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers to market services. Either Party may respond with factual information in answering customer questions.

2. Pac-West and Pacific will provide their respective repair numbers to one another on a reciprocal basis.

G. Busy Line Verification and Interrupt.

1. Description

a. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other party in order to provide Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end users on or before the effective date of this Agreement.

b. BLV and BLVI inquiries between operator bureaus shall be routed using network-routable access codes published in the LERG over the Local Interconnection Trunks.

2. Compensation

Each Party shall charge the other party for BLV and BLVI at the rates contained in their respective switched access tariffs.

H. Directory Assistance

If either Party terminates directory assistance calls over the Local Interconnection Trunk Groups, it shall charge the other party for such directory assistance calls at the rates contained in its switched access tariff.

V. MEET-POINT TRUNKING ARRANGEMENTS

A. Two-way trunks will be established to enable Pac-West and Pacific to jointly provide Feature Group B and D ("FGB" and "FGD") Switched Access Services via a Pacific access tandem switch.

B. Pac-West may use meet-point trunks to send and receive FGB and FGD calls from Switched Access customers connected to Pacific's access tandem.

C. Pac-West will use separate facilities and separate two-way trunk groups at each and every Pacific access tandem under which Pac-West's NXXs home using DS-1 or DS-3 facilities other than the facilities used for Local Interconnection Trunk Groups. Neither Party will charge the other any amount for any meet-point facilities.

D. In the case of Switched Access Services provided through Pacific's access tandem, Pacific will not offer blocking capability for Switched Access customer traffic delivered to Pacific's tandem for completion on Pac-West's network. Pacific and Pac-West understand and agree that meet-point trunking arrangements are available and functional only to/from Switched Access customers who directly connect with the tandem(s) that Pac-West sub-tends in each LATA. In no event will Pacific be required to route such traffic through more than one tandem for connection to/from Switched Access customers. Pacific shall have no responsibility to ensure that any Switched Access customer will accept traffic Pac-West directs to the Switched Access customer.

E. The Parties will provide CCS to one another, where and as available, in conjunction with meet-point two-way trunk groups. Pac-West may establish CCS interconnections either directly or through a third party, provided such third-party is interconnected with Pacific pursuant to PUB L 780023-PB/NB and in accordance with Pacific's CPUC 175-T Tariff Section 6. The Parties will cooperate in the exchange of TCAP messages to

facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. Pac-West will provide all CCS signaling including Charge Number, originating line information ("OLI"), etc. For terminating FGD, Pacific will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided by Pac-West wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

F. Common channel signaling shall be utilized in conjunction with meet-point trunks; except multifrequency ("MF") signaling must be used on a separate meet point trunk group for originating FGD access to Switched Access customers that use MF FGD signaling protocol. MF and CCS trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

G. All originating Toll Free Service calls for which Pacific performs the Service Switching Point ("SSP") function (e.g., performs the database query) shall be delivered by Pac-West using GR-394 format over the meet point trunk group. Carrier Code "0110" and Circuit Code of "08" shall be used for all such calls.

H. All originating Toll Free Service calls for which Pac-West performs the SSP function, if delivered to Pacific, shall be delivered by Pac-West using GR-394 format over the meet point trunk group for calls destined to IXCs, or shall be delivered by Pac-West using GR-317 format over the Local Interconnection Trunk Group for calls destined to end offices that directly subtend Pacific access tandems.

I. Originating Feature Group B calls delivered to Pacific's tandem shall use GR-317 signaling format unless the associated FGB carrier employs GR-394 signaling for its FGB traffic at the serving Pacific access tandem.

J. Pac-West and Pacific shall use their best efforts to negotiate the terms and conditions for meet-point billing, including, but not limited to, the meet-point billing options, bill period, and exchange of usage and billing data, and to sign such an agreement within 30 days of the effective date of this agreement. Backbilling will apply to any meet-point billing traffic completed by the Parties prior to execution and approval of the meet-point billing agreement. Such backbilling will be calculated pursuant to the terms of the meet-point billing agreement, based on the Parties' tariffed Switched Access rates.

VI. CONFIDENTIALITY OF DIRECTORY ASSISTANCE AND WHITE PAGES LISTINGS

Pacific will accord Pac-West's directory listings information the same level of confidentiality which Pacific accords its own directory listing information, and Pacific shall ensure that access to Pac-West's customer proprietary confidential directory information will be

limited solely to those employees who immediately supervise or are directly involved in the processing and publishing of listings and directory delivery. Pacific will not use Pac-West directory listings for the marketing of telecommunications services.

VII. RESPONSIBILITIES OF THE PARTIES

A. Pacific and Pac West agree to treat each other fairly, nondiscriminatorily, and equally for all items included in this Agreement, or related to the support of items included in this Agreement.

B. Pac-West and Pacific agree to exchange such reports and/or data as provided in this Agreement in Sections IV B.6 to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than 10 business days' written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited Such audit must be performed by a mutually agreed-to independent auditor paid for by the Party requesting the audit and may include review of the data described in Sections IV.B.4 and IV.B.5, above. Such audits shall be requested within six months of having received the PLU factor and usage reports from the other party.

C. Pac-West and Pacific will review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. Pacific and Pac-West will work together to begin providing these forecasts by May 15, 1996. New trunk groups will be implemented as dictated by engineering requirements for either Pacific or Pac-West.

D. Pac-West and Pacific shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

E. Pac-West is responsible for all Control Office functions for the meet point trunking arrangement trunks and trunk groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

F. Pac-West and Pacific shall:

1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

2. Notify each other when there is any change affecting the service requested, including the due date.

3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.

4. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.

5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.

6. Provide each other with a trouble reporting number that is readily accessible and available 24 hours/7 days a week.

7. Provide to each other test-line numbers and access to test lines.

G. Bilateral Agreements

The Parties shall jointly develop and implement a bilateral agreement regarding technical and operational interfaces and procedures (see attachment for Pacific's proposed bilateral agreement template). The Parties will use their best good-faith efforts to finalize such agreement within 90 days of the effective date of this Agreement.

H. Pac-West and Pacific will provide their respective billing contact numbers to one another on a reciprocal basis.

VIII. TERM

Except as provided herein, Pac-West and Pacific agree to interconnect pursuant to the terms defined in this Agreement for a term of 2 years from June 1, 1996, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement at or after the initial 2 year term by providing written notice of termination to the other party, such written notice to be provided at least 60 days in advance of the date of termination. In the event of such termination as described herein, this Agreement shall continue without interruption until a) a new interconnection agreement becomes effective between the Parties, or b) the Commission determines that interconnection shall be by tariff rather than contract and both Pacific and Pac-West have in place effective interconnection tariffs. If (b) occurs and either party fails to have interconnection tariffs in place when required by the Commission to do so, the other Party may either terminate the Agreement or the Parties may mutually agree not to terminate the Agreement subject to any necessary approvals of the Commission. By mutual agreement, Pac-West and Pacific may amend this Agreement to modify the term of this Agreement.

IX. EFFECTIVE DATE

The Parties shall file this Agreement by Advice Letter and it shall become effective on the date 14 calendar days after the filing, unless rejected by CACD.